LENZEN SUBDIVISION

RETURN TO
JAS. A. CLAYTON & CO.
(A CORPORATION)
SAN JOSE, CALIFORNIA

27

Sylvain Le Deit

=TO=

Part Lot 17

LENZEN SUBDIVISION.

County of Santa Clara
State of California
AS SHOWN BY THE RECORDS OF SAID COUNTY

Dated MARCH FIRST 1920

T. S. MONTGOMERY & SON.

San Jose Abstract & Title Insurance Company

INCORPORATED

76 North First Street
SAN JOSE, CAL.

SAN JOSE ABSTRACT CO.
SAN JOSE, CAL.

Abstract of Title.

T O

All that certain parcel of land situate in the County of Santa Clara, State ofCalifornia described in the following Deed from Mabel Saxe Dukes and Chas. A. Dukes her husband to Mathurin Le Deit, which Deed is dated December 21, 1904 and is of record in Liber 287 of Deeds, page 367, Records of Santa Clara County, California.

SUBSEQUENT TO THEDATE OF SAID DEED.

I N D E X

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Mabel Saxe Dukes and

"Chas. A. Dukes," her husband

To

Mathurin Le Deit.

DEED

Dated December 21, 1904

Cons: $10.

Doth grant, bargain, sell, convey and confirm unto second party and to his heirs and assigns forever, all that certain parcel ofland situate in the County of Santa Clara described as follows, to wit:-

Commencing at a point on theSoutherly line of Lenzen Avenue distant 198.18 feet Westerly from the Westerly line of Stockton Avenue; and running thence Southerly at right angles 250 feet; thence Westerly at right angles 70 feet; thence Northerly at right angles 250 feet to Lenzen Avenue; thence Easterly at right angles 70 feet to the point of beginning and being the Easterly 7/10 of Lot 17 of Lenzen's Subdivision of part of the Potrero de Santa Clara, according to a Map of same as recorded in the office of the County Recorder in Book "E" of Miscellaneous Records at page 50 Records of Santa Clara County, California.

(sgd) Mabel Saxe Dukes

"Chas. A. Dukes"

Acknd. January 3, 1905.

By Mabel Saxe Dukes and "Chas. O. Dukes. her husband.

Before Howard E. Robbins, N. P.

in and for the County of Alameda, State of California.

Recorded January 10, 1905

Liber 287 of Deeds, page 367.

TAXES

STATE AND COUNTY

S. Lenzen 198.18 W. Stockton W. 70 x 250 feet; being Easterly part Lot 17 Lenzen Subdivision, Stockton Rancho.

Fiscal years	
1904-1905	Paid
1905-1906	Now a Lien.

NO JUDGMENT LIENS.

The foregoing ABSTRACT consisting of pages one to 3 inclusive, made at SAN JOSE, CALIFORNIA, AUGUST TWENTY THIRD 1905 at Nine o'clock A. M.

SAN JOSE ABSTRACT COMPANY

By J. C. Edwards

Manager.

Continuation of the Foregoing Abstract

as to

The Same Property

As shown by the official records of the

County of Santa Clara, State of California.

Mathurin Le Deit and

Georgietta Le Deit, his wife (signed Georgette)

of the first part

W.S.Clayton,

of the second part

Pietro Reale,

of the third part

DEED OF TRUST

Dated September 12,1905.

To secure to third party, the payment of a promissory note of even date herewith for the sum of Fifteen Hundred (1500.) Dollars, in three years, with interest at the rate and times therein specified; also the payment of additional sums.

Conveys unto the second party in joint tenancy, and to the survivor of him his successors or assigns, the real property situate in the County of Santa Clara, State of California, described as follows: (Same as in Liber 287 of Deeds, page 367 Dukes to Le Deit.)

Upon trust to reconvey all the estate in the premises to first parties in case payment be made of all sums due third party, but if default be made in any such payment, second party is empowered to sell the above granted premises at public auction after giving due public notice.

Acknd. September 12,1905.

Before Wesley Pieper,N.P.

Recorded September13,1905

Book Q of Trust Deeds, page 600.

Assigned to Oscar C.Berry by assignment dated September 12,1908, executed by P.Reale, and recorded January 13,1909 in Book O Assignment of Mortgages,page 410.

NOTE: For Trustees deed, see book 343 of Deeds, page 97.

W.S.Clayton

TO

Oscar C.Berry

RESIGNATION OF TRUSTEE

Dated January 14,1909.

Notice is hereby given to Oscar C.Berry by W.S.Clayton Trustee, of his resignation under that certain deed of trust dated September 12,1905, made by Mathurin Le Deit et ux to W.S.Clayton, trustee and Pietro Reale, as beneficiary, of record in Liber Q of Trust Deeds, at page 600 et seq.

Acknd. January 14,1909

Before D.M.Burnett,N.P.

Oscar C.Berry

TO

Wesley Pieper

APPOINTMENT OF TRUSTEE

Dated January 15,1909

Do hereby accept the resignation of W.S.Clatyon as such trustee under the deed of turst (above mentioned) and hereby appoint and substitute in his place and stead as such trustee and party of the second part, Wesley Pieper, on account of the resignation of W.S.Clayton, thereunder.

Witness: FrankL.Mayhew

Execution proven January 21,1909

By oathof Frank L. Mayhew

Subscribing witness.

Before D.M.Burnett,N.P.

Recorded January 21,1909

Book 22 Miscellaneous, page 292.

Wesley Pieper, as trustee, as hereinafter recited

TO

Samuel Helfgott

DEED

Dated February 16,1909

Cons:$722.

Recites: That whereas on September 12,1905 Mathurin Le Deit and Georgietta Le Deit, his wife, having borrowed of Pietro Reale the sum of $1500.00 agreed to pay the same three years after September 12,1905, with interest thereon, according to the terms of their promissory note, payable to said Pietro Reale or order, dated September 12,1905 for the principal sum of $1500. payable three years after its date, with interest thereon from its said date until payment at the rate of 7 1/2 per cent per annum all in United States Gold Coin.

And whereas, for the purpose of securing said indebtedness and note, the said Mathurn Le Deit and Georgietta Le Deit, his wife, on said September 12,1905 executed and delivered to W.S.Clayton as trustee their deed of trust bearing said date, which deed of trust was recorded on September 13,1905 in the office of the County Recorder of the County of Santa Clara, State of California, in Liber "Q" of Trust Deeds, pages 600 and following and covering certain real property situated in the County of Santa Clara, State of California, therein and hereinafter particularly described, to which deed of trust and the said record thereof, reference is hereby made for the full provisions, conditions and trusts contained therein;

And whereas it is among other things provided in said deed of trust that if default should be made in the payment of any of the sums of principal or of interest when due in the

manner stipulated in said primissory note, then it should be lawful for the trustee and beneficiary thereunder to consider the whole of the note and indebtedness as immediately due and payable and for the said trustee or his successors on application of Pietro Reale or his assigns, to sell the trust premises or such part thereof as in his discretion he should find it necessary to sell in order to accomplish the objects of said trust, in the manner following.

He should first publish the time and place of such sale with a description of the property to be sold, at least three times a week for three weeks in some newspaper published in the said County of Santa Clara, State of California and on the day of sale so advertised he should sell the property so advertised or any portion thereof at public auction to the highest cash bidder for like gold coin, in said County of Santa Clara, and that the said beneficiary or his assigns might become the purchaser at such sale and upon such sale the said trustee his successors or assigns should execute and after due payment made, should deliver to the purchaser or purchasers a deed or deeds of grant, bargain and sale of the premises so sold and that in the event of a sale of the said premises or any part thereof and the execution of a deed or deeds therefor, then the recitals therein of amount of indebtedness and of default and of application of the beneficiary and of publication and of any other matters should be conclusive proof of such indebtedness and default and application and of the due publication of such notice and of such other matters recited and that any such deed or deeds with such recitals therein should be effectual and conclusive against the said Mathurin Le Deit and Georgietta Le Deit, his wife, their heirs, assigns and all other persons.

And whereas on September 12,1908 the said Pietro Reale,

SAN JOSE ABSTRACT COMPANY
SAN JOSE, CAL.

the beneficiary named in said Deed of Trust for value endorsed and delivered the said promissory note to Oscar C. Berry, and in writing duly acknowledged by him sold, assigned, transferred and set over to said Oscar C.Berry, the said note and all the indebtedness secured by said deed of trust, together with all his rights and privileges in, to, and under the same and the real property covered thereby, which writing was on January 13,1909 recorded in Volume "O" of assignments of Mortgages at pages 410 et seq in the office of the County Recorder of said County of Santa Clara.

And whereas on January 14,1909 by an instrument in writing by him duly acknowledged and delivered, the said W.S.Clayton the trustee named in said deed of trust resigned as such trustee and refused to act thereunder and thereafter and on January 15,1909 the said Oscar C.Berry, by instrument in writing attached to said written resignation and refusal to act of said W.S.Clayton, appointed the said Wesley Pieper as trustee under said deed of trust in place and stead of said W.S.Clayton which said resignation of said W.S.Clayton and his refusal to act in writing as aforesaid and said appointment of said Wesley Pieper were together recorded in the office of the said County Recorder on January 21,1909 in Volume 22 of Miscellaneous Records at page 292.

And whereas, on January 23,1909 said promissory note was over due as to principal and interest, and there remained and was due, owing, payable and unpaid from the makers thereof, the sum of $700. upon the principal thereof, with interest on said sum from September 12,1908 at the rate of 7 1/2 per centum per annum, compounding half yearly and default had been made in the payment of said note and said Oscar C. Berry, was at said time and up to and at the time of the sale

hereinafter stated he continued to be the owner and holder of said note and the said Oscar C.Berry and the said trustee as aforesaid the said Wesley Pieper then considered said note as to principal and interest as immediately due and payable and the said Oscar C.Berry did make application to and require the said Wesley Pieper as said trustee to sell the real property covered by said deed of trust or so much thereof as in his discretion he should find it neccessary to sell in order to accomplish the objects of said trusts, in the manner provided in said deed of trust.

And whereas, afterwards and on January 23,1909 pursuant to said trusts and application the said Wesley Pieper as such trustee proceeding to make such sale did issue a notice in writing bearing date January 23,1909 that on Tuesday February 16,1909 at twelve o'clock noon of that day, at the front door of the County Court House of the County of Santa Clara, State of California in the City of San Jose in said County and State, he would sell at public auction to the highest cash bidder for cash in gold coin of the United States the trust property covered by said deed of trust which notice contained a description of the property to be sold and which description was the same as is the description of the real property hereby conveyed and he did publish such notice more than three times a week for three weeks next before said day of sale in a newspaper published in said County of Santa Clara, State of California, to wit: "San Jose Herald", a newspaper of general circulation, published daily in the City of San Jose, in the said County of Santa Clara in which newspaper said notice was published every day during the period commencing on January 25,1909 and ending on February 15,1909, first and last days included and that publication

of said notice was made in the newspaper and in the manner and for the time provided for and directedin and by said deed of trust;

And whereas, the said Wesley Pieper as trustee found it necessary in his discretion to sell the whole of the real property covered by said deed of trust and in said notice and hereinafter described in order to accomplish the objects of said trusts and so stated in said notice;

And whereas, at the time of the sale hereinafter stated there remained due, owing payable and unpaid to the said Oscar C.Berry, as assignee of the said Pietro Reale, upon said promissory note, for unpaid principal, the sum of $700. together with the interest thereon from September 12,1908 at the rate of 7 1/2 per centum per annum, compounding half yearly and the said Oscar C.Berry was then the owner and holder of said note of and all the indebtedness evidenced thereby;

And whereas, at the time and place of sale so designated in said notice, to wit: on Tuesday February 16,1909 at 12 o'clock noon of that day atthe front door of the County Court House, of the said County of Santa Clara, in the City of San Jose, in said County and State the said Wesley Pieper as such trustee, the first party herein offered for sale and did sell at public auction to the highest bidder for cash in United States Gold Coin, the whole of said real property, and in said notice and hereinafter described.

And whereas at said sale the second party herein became the purchaser of all of said real property for the purchase price of $722. cash in United States Gold Coin, he being the highest bid thereof, and said property was sold to him for said sum.

And whereas the second party herein has paidto the first party

herein, the said purchase price, in cash, in United States Gold Coin, the receipt hwerof by first party is hereby acknowledged and second party is entitled to a conveyance of said real property.

Now, therefore in pursuance of the premises and in execution of the said trusts and in consideration of the sum of $722. etc., does grant, bargain, sell, convey and confirm unto the second party and to his heirs and assigns forever, all that real property situate in the County of Santa Clara, State of California, and described as follows:

Commencing at a point on the Southerly line of Lenzen Avenue distant 198.18 feet Westerly from the Westerly line of Stockton Avenue, and running thence Southerly at right angles 250 feet; thence Westerly at right angles 70 feet; thence Northerly at right angles 250 feet to Lenzen Avenue, thence Easterly at right angles 70 feet to the point of beginning, and being the Easterly 7/10 of Lot 17 of Lenzen's Subdivision of part of the Potrero de Santa Clara, according to a map of same as recorded in the office of the County Recorder in Book "E" of Miscellaneous Records at page 50 records of Santa Clara County, California.

Acknd. February 18,1909

Before D.M.Burnett,N.P.

Recorded February 18,1909

Book 343 of Deeds, page 97.

Samuel Helfgott and

Emma Helfgott, his wife

TO

Georgette Le Deit, a widow

DEED

Dated March 1,1909

Cons:$10.

Grant, bargain, sell, convey and confirm unto second party, and to her heirs and assigns forever, all that certain parcel of land, situate in the County of Santa Clara, State of California, described as follows, to wit:

(Same as in Liber 287 of Deeds, page 367 Dukes to Le Deit.)

Acknd. March 10,1909

Before Wesley Pieper,N.P.

Recorded March 10,1909

Book 337 of Deeds,page 556.

TAXES

STATE AND COUNTY.

- S.Lenzen 198.18 W.Stockton W. 70 x 250 feet, being Easterly part Lot 17 Lenzen Subdivision part Stockton Rancho.

Fiscal Years	
1905-1906 TO 1918-1919	PAID.
1919-1920	First Installment paid. Second Installment due and payable.
1920-1921	A Lien.

COLLEGE PARK SANITARY DISTRICT TAXES.

Fiscal Years	
1911-1912 TO 1918-1919	PAID.
1919-1920	First Installment paid. Second Installment due and payable.
1920-1921	A Lien.

NO JUDGMENT LIENS.

The foregoing CONTINUATION consisting of pages 4 to 15 inclusive, made at SAN JOSE, CALIFORNIA, MARCH FIRST 1920 at Nine o'clock A.M.

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

By R. Edwards Manager.